



## General Terms and Conditions of TÜV Middle East- DAFZA Branch

### I. Validity of these Terms and Conditions

1. The General Terms and Conditions shall apply to all kind of services (including, but not restricted to Certification, Training, Inspections, Testing and rendered by TÜV Middle East and for all duties arising from the obligation towards the customer. Our terms and conditions shall also apply for all future business relations with entrepreneurs and legal entities under public law and shall form an integral part of any agreement entered into by the customer with us based on any kind of service contract.

2. Subject to any deviating agreements in individual cases, contracts may only be concluded with us in accordance with the following provisions; when placing an order the customer declares he agrees to our terms and conditions. Any contrary or deviating conditions on the part of the customer shall not be binding on us if we have not expressly recognized them; this must be done in writing. Our terms and conditions shall also apply if we render our service without reservation in knowledge of contrary or deviating conditions on the part of the customer.

### II. Conclusion of Contract

1. A contract with us shall be deemed to have been concluded only when the customer has accepted our offer including these General Terms and Conditions without reservation or we send out our written acknowledgement of the order or we commence performance of the service. If we issue a written acknowledgement of an order this shall determine the content and scope of the contract where nothing different has been expressly agreed.

2. Any changes, ancillary agreements and additions, and any agreements on quality or the assumption of warranties must be expressly confirmed by us in order to be effective; this must be done in writing. This also applies with respect to cancellation of the present clause.

### III. Performance of Order and Customer's Obligations to Cooperate

1. Provided nothing different has been expressly agreed in writing, we shall only be obliged to render the exact services provided for in the contract; we shall render such services according to the generally accepted technical rules and standards and the statutory specifications as applicable in United Arab Emirates and/or the country where the service is rendered.

2. For any damage to or destruction of customer's objects due to the proper performance of our service we shall not be obliged to provide a compensation or replacement transport and, where relevant, return of customer's objects shall be implemented at the customer's expense and risk, but return shall only be implemented at the customer's express request. Where objects are retained by us, our liability shall be limited to the duty to exercise due care and attention.

3. The customer shall inform us completely of all facts relevant to the performance of our service. We are basically not obliged to check that the data, information or other matters provided by the customer are correct and complete where there is no specific reason to do so or give the circumstances of the individual case or where the order does not expressly cover this. We do not assume any guarantee for the correctness of the safety rules, regulations and programmes on which our inspections/tests/reports and appraisals are based, unless such rules, regulations or programmes come from us or are themselves a subject of the order.

4. Where the customer must perform one or more actions of a cooperative nature to enable us to perform our service, he shall do this in good time and at his own expense; expenses will only be reimbursed if this has been expressly agreed; this must be done in writing. Where he does not fulfill his obligation to cooperate, does not do so in good time or does not do so in a proper fashion, we shall be entitled to charge him for the extra expense thus incurred. The right is reserved expressly to enforce any more extensive legal claims.

5. Customer shall be informed in advance before we engage a subcontractor to perform any part of the services.

6. If we work outside our registered office, the customer shall be obliged to take all measures needed to ensure safety of movement where nothing different arises from the nature of the matter concerned or from an agreement with the customer. We shall be entitled to refuse performance of the service as long as the necessary measures have not been taken.

7. Customer shall inform TÜV Middle East promptly and in advance of any potential or actual hazards/dangers associated with any order.

### IV. Customers Obligation



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1. The Customer shall fulfil the certification requirements, including implementing appropriate changes when they are communicated by the TÜV Middle East ;
2. If the certification applies to ongoing production, the Customer shall ensure that the certified product continues to fulfil the product requirements;
3. The Customer makes all necessary arrangements for:
  - i. the conduct of the evaluation and surveillance (if required), including provision for examining documentation and records, and access to the relevant equipment, location(s), area(s), personnel, and Customer's subcontractors;
  - ii. investigation of complaints;
  - iii. the participation of observers, if applicable;
4. The Customer makes claims regarding certification consistent with the scope of certification;
5. The Customer does not use its product certification in such a manner as to bring the TÜV Middle East into disrepute and does not make any statement regarding its product certification that the TÜV Middle East may consider misleading or unauthorized;
6. Upon suspension, withdrawal, or termination of certification, the Customer discontinues its use of all advertising matter that contains any reference thereto and takes action as required by the Project and takes any other required measure;
7. If the Customer provides copies of the certification documents to others, the documents shall be reproduced in their entirety or as specified in the Project;
8. In referring to its product certification in communication media such as documents, brochures or advertising, the Customer complies with the requirements of the TÜV Middle East or as specified by the Project;
9. The Customer complies with any requirements that may be prescribed in the certification scheme relating to the use of marks of conformity, and on information related to the product;
10. The Customer keeps a record of all complaints made known to it relating to compliance with

certification requirements and makes these records available to the TÜV Middle East when requested, and

- i. takes appropriate action with respect to such complaints and any deficiencies found in products that affect compliance with the requirements for certification;
  - ii. documents the actions taken;
11. The Customer informs the TÜV Middle East , without delay, of changes that may affect its ability to conform with the certification requirements.

**V. TÜV Middle East 's Obligation**

1. TÜV Middle East shall exercise the control as specified by the Project over ownership, use and display of licenses, certificates, marks of conformity, and any other mechanisms for indicating a product is certified.
2. TÜV Middle East shall deal with suitable action any incorrect references to the Project, or misleading use of licenses, certificates, marks, or any other mechanism for indicating a product is certified, found in documentation or other publicity.
3. TÜV Middle East shall inform the Customer when there is a change in the Project that affects the Customer. TÜV Middle East shall verify the implementation of changes by the Customer and take actions required by the Project.
4. TÜV Middle East shall be responsible for, and shall retain authority for, its decisions relating to certification, including the granting, refusing, maintaining of certification, expanding or reducing the scope of certification, renewing, suspending or restoring following suspension, or withdrawing of certification. The details for suspension and withdrawal of certificate of conformity will be available on the website.

**VI. Product Introduction & Retention in the Market**

1. Customer will ensure that only Certified Products by TÜV Middle East, shall be made available in the market or selling location under reference to an issued Certificate if they comply with the Regulations and insofar as the



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activities relate to a valid TÜV Middle East certificate. Customer shall maintain a detailed register of all complaints received with respect to the products, as well as of the actions it has undertaken in order to rectify the complaints. The Customer shall make this register available for scrutiny by TÜV Middle East at the latter's first simple request. TÜV Middle East shall be entitled to make a copy of this register at any time.

2. The Customer shall only use the logos of the certification scheme according to instructions from the certification scheme owners. The Customer is forbidden from using the TÜV Middle East logo in any other manner.

3. During the validity period of the Certificate, the Customer shall take every measure that is necessary to continue to fulfil all of the Regulation requirements. As soon as the Customer is aware that a Product that relates to a valid Certificate does not (or no longer) correspond to the Regulations, he must take the necessary measures to isolate the Product and then halt any reference to the Certificate, including any on packaging or any other Product related data carrier, such as publicity or other announcements.

4. The Customer shall abide by all of the information and notification obligations imposed on him, including those vis-à-vis the government, TÜV Middle East and the owner of the Certification scheme.

5. The Customer undertakes to not use the Certificate (or allowing it to be used) contrary to the Regulations and/or in a manner that could damage the interests or reputation of TÜV Middle East and/or the owner of the Certification scheme. The Customer indemnifies TÜV Middle East and/or the owner of the Certification scheme against all detrimental consequences, including those arising as a result of product liability.

6. A Certificate may not be transferred, unless explicit and written approval has been granted by TÜV Middle East in advance.

### VII. Confidentiality

1. TÜV Middle East shall be responsible, through legally enforceable commitments, for the management of all information obtained or created during the performance of certification activities. Except for information that the Client makes publicly available, or when agreed between the Company and the client (e.g. for the purpose of responding to complaints), all other information is considered proprietary information and shall be regarded as

confidential. Company shall inform the client, in advance, of the information it intends to place in the public domain.

2. When TÜV Middle East is required by law or authorized by contractual arrangements to release confidential information, the client or person concerned shall, unless prohibited by law, be notified of the information provided.

3. Information about the Client obtained from sources other than the client (e.g. from the complainant or from regulators) shall be treated as confidential.

### VIII. Periods and Dates

1. Periods and dates shall always be as per the Gregorian calendar and be taken as approximate where no binding agreement has been made in individual cases; this must be done in writing. Where such periods and dates are not binding, we shall only be in default if the customer has previously set us a reasonable deadline in writing for performance of the service owed and such request has been fruitless. In any case periods set shall only commence with the complete performance of all actions of cooperation due from the customer and – where a down-payment has been agreed – from the receipt of such payment. Any subsequent requests for changes or belated actions of cooperation on the part of the customer shall mean an appropriate extension of the performance times equal to the delay caused by the customer for not being cooperative.

2. TÜV Middle East shall not be liable for any damages as a result of any delay or failure of delivery of Services due to any circumstances beyond the reasonable control of us, including, without limitation to war, warlike conditions, terrorist attacks, freight embargoes, storms, acts of God, equipment break down, riots, civil commotion, floods, earthquakes, any strike, lock-out or other form of industrial action, governmental orders or restrictions, hostilities, mobilization, blockade, revolution, looting, fire, leakage or bursting of tanks or pipes, acts or omissions of customer or any of its representatives, fire, accident, strikes, slowdown, delay in transportation or inability to obtain necessary labor, materials, fuel at manufacturing locations.

3. In the event of any such delay, we are discharged from its obligation to deliver and provide its Services and the date of delivery shall be extended for a period equal to the time lost by reason of delay and if such delay is caused by an



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act or omission of the customer or any of its representatives, TÜV Middle East shall be reimbursed for any additional costs arising from such delay.

4. If the customer delays acceptance or violates any other obligation to cooperate, TÜV Middle East shall be entitled to demand compensation for any damage TÜV Middle East may suffer, including any extra expenses incurred.

### **VIII. Organizational Change & Change in Regulations**

1. All changes in the Customer's organization, which could lead to the Customer no longer fulfilling the conditions for the Certificate, shall be passed onto TÜV Middle East immediately in writing, and could lead to suspension or withdrawal of the Certificate. Such changes could be but not be limited to modifications to the customer's legal, commercial and organizational circumstances, the name, the company controls, the organization, the Customer's board or management, the Customer's contact addresses and locations, the scope of the activities under the certified system, the management system and the management procedures, closing or opening a product site, changes to the certified Products/Systems and so on.

2. TÜV Middle East shall inform the Customer immediately if there is a change with respect to the applicable Regulations/standards/scheme requirements etc which could impact upon Certification. TÜV Middle East will check to ensure the certified Product/System fulfils the new Regulations/ standards/scheme requirements.

3. TÜV Middle East shall determine, on the basis of the information gathered, which steps are necessary in order for Certification to be retained, limited, expanded or updated after the relevant changes to the Customer's organization or the Regulations on the basis of the requirements set forth in the Regulations.

4. If the scope of the Certification changes, the Customer must amend his publicity materials to reflect this.

### **IX. Termination**

1. Certification agreements may be terminated by TÜV Middle East at any time, unilaterally, with immediate effect and without reimbursement being due, if there are well founded reasons vis-à-vis the Customer. Such reasons could include: the provision by the customer of incorrect or incomplete information, a breach by the Customer of a valid norm, the misuse of issued certificates, sanctions being

imposed on the Customer by governments or other certification bodies, the refusal of inspections by the Customer, non-payment of fees owed to TÜV Middle East, and more but in general: any activity that fundamentally impacts upon the trust between the parties.

### **X. Limitation of Liability**

1. Certificates of Conformity are issued on the basis of information, documents and/or samples provided by, or on behalf of, Customer and solely for the benefit of Customer who is responsible for acting as it sees fit on the basis of such Certificates of Conformity. Neither the TÜV Middle East nor any of its officers, employees, agents or subcontractors shall be liable to Customer nor any third party for any actions taken or not taken on the basis of such Certificates of Conformity nor for any incorrect results arising from unclear, erroneous, incomplete, misleading or false information provided to the TÜV Middle East.

2. The liability of TÜV Middle East in respect of any claim for loss, damage or expense of any nature and howsoever arising shall in no circumstances exceed a total aggregate sum equal to ten (10) times the amount of the fee paid in respect of the specific service which gives rise to such claim or US\$10,000 (or its equivalent in local currency), whichever is the lesser. In no event shall TÜV Middle East be liable for any indirect or consequential damages including but not limited to loss of profits, businesses or opportunities.

### **XI. Governing Law**

1. This Terms & Conditions shall be governed by the laws of United Arab Emirates (UAE) and shall be subject to the jurisdiction of the UAE Courts.

Aug 10, 2021